

US EPA REGION 9 - UST INSPECTION CHECKLIST

I. Owner Name		I. Facility Name	
Address: <u>CRAIG & MARK McDOWELL</u>		Address: <u>Ventura Market</u>	
<u>9735 N. 90 Pl, Suite 250</u>		<u>9211 E. 1st Via de Ventura Dr.</u>	
City: <u>SCOTTSDALE</u>	State: <u>AZ</u>	City: <u>SCOTTSDALE</u>	State: <u>AZ</u>
Zip Code: <u>85258</u>		Zip Code: <u>85258</u>	
Contact Person at Main Office: <u>CRAIG & MARK McDOWELL</u> Phone # <u>480-990-8136</u>		Contact Person at Main Office: <u>CHRISTY SMITH</u> Phone # <u>480-248-5343</u>	
Facility ID#: _____		Facility ID#: <u>SALT-043</u>	

III. TANK INFORMATION

TANK #				
Is tank Active (A), Temporarily Closed (TC), Permanently Closed (PC), Out of Use (OU)?				
What Month and Year was Tank Installed?	<input type="checkbox"/> Estimated	<input type="checkbox"/> Known		
Specify Type and Material of Construction of Tank(s):				
What is the Capacity of Tank (in gallons)	<input type="checkbox"/> Estimated	<input type="checkbox"/> Known		
D - diesel, S - super premium, R - regular unleaded, MG - mid-grade, W - waste oil				

RELEASE DETECTION

IV. TANKS

Only 1 of the 7 methods must be checked to be in compliance.

Do all active tanks have a monthly release detection method? (Select applicable method below)		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Failure to provide release detection method for tank: 280.40(a) = \$300.			
<input type="checkbox"/> Automatic Tank Gauging (ATG)	COMPLETE SECTION XIII		
<input type="checkbox"/> Statistical Inventory Reconciliation (SIR)	COMPLETE SECTION XIV		
<input type="checkbox"/> Groundwater Monitoring (GM)	COMPLETE GM CHECKLIST		
<input type="checkbox"/> Vapor Monitoring (VM)	COMPLETE VM CHECKLIST		
<input type="checkbox"/> Double Walled Tank with Interstitial Monitoring (IM)	COMPLETE IM CHECKLIST		
<input type="checkbox"/> Inventory Control (IC) and Tank Tightness Testing every 5 yrs for new/upgraded tanks, Other wise annual. (Valid only 10 years after CP installation)	COMPLETE IC CHECKLIST		
<input type="checkbox"/> Manual Tank Gauging (MTG) (2,000 gallons or less)	COMPLETE MTG CHECKLIST		

V. PRESSURIZED PIPING

Must have an Automatic Line Leak Detector and either Monthly or Annual method.

Specify Material of Construction of Piping:			
Is pressurized piping equipped with an Automatic Line Leak Detector (LLD)?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Failure to equip pressurized piping with automatic line leak detector: 280.41(b)(1)(i) = \$300		<input type="checkbox"/> MECHANICAL	<input type="checkbox"/> ELECTRONIC
Is an annual test of operation of the ELLD or MLLD available during the inspection?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Failure to document calibration, maintenance, and repair of release detection: 280.45(c) = \$50		<input type="checkbox"/> MONTHLY	<input type="checkbox"/> ANNUALLY
Which Leak Detection Method is utilized for the Pressurized Piping System:			
MONTHLY: <u>Check Appropriate Monthly Method:</u>			
<input type="checkbox"/> Secondary Containment w/ Monthly Monitoring (monthly liquid sump sensors print out, or visual log) <input type="checkbox"/> Ground Water Monitoring (GM) <input type="checkbox"/> Vapor Monitoring (VM) <input type="checkbox"/> Automatic Shut Off Device (liquid sensor able to shut down dispensing) <input type="checkbox"/> Statistical Inventory Reconciliation (SIR) <input type="checkbox"/> Electronic Line Leak Detector put in monthly 'test mode' at 0.2gph Failure to perform monthly monitoring on pressurized piping: 280.41(b)(1)(ii) = \$300			
ANNUALLY: <u>Check Appropriate Annual Method:</u>			
<input type="checkbox"/> Annual Line Tightness Testing (LTT) conducted by certified contractor <input type="checkbox"/> Electronic Line Leak Detector put in annual 'test mode' of 0.1 gph Failure to have annual LTT or perform monthly monitoring on pressurized piping: 280.41(b)(1)(ii) = \$300			

VI. SUCTION PIPING

Only 1 of the 3 methods needs to be checked to be in compliance.

Specify Material of Construction of Piping:			
Conduct LTT every 3 years - Failure to conduct LTT on suction piping: 280.41(b)(2) = \$300		<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Documented as intrinsically safe (i.e. having only one check valve directly under pump, slope of pipe to drain back to tanks, operates at less than atmospheric pressure)?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Approved monthly method (cont. alarm system, automatic shut off device, automatic flow restrictor, SIR) Failure to use monthly monitoring on suction piping: 280.41(b)(2) = \$300		<input type="checkbox"/> YES	<input type="checkbox"/> NO

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NAME/ID#:

VII. RECORD KEEPING

TANK#

Has a notification form (and certification) been submitted for new tanks within 30 days?

(Failure to notify implementing agency within 30 days of bringing UST system into use: 280.22(a) = \$300)

☒ YES

☐ NO

Have all USTs been included in the notification form?

(Failure to notify agency of existing tank: 280.22(b) = \$300)

☒ YES

☐ NO

Are monthly release detection (RD) records for tanks maintained? (12 months of records)

(Failure to maintain records of release detection monitoring: 280.45 = \$150)

☒ YES

☐ NO

Are functionality test results for RD maintained for at least 1 year? (LTT, ATG certification, Probe certification)

(Failure to maintain results of monitoring and testing of functionality for release detection for 1 yr: 280.45 (b) = \$50)

☐ YES

☐ NO

Are RD performance claims (e.g., 3rd party certifications) maintained for up to 5 years?

(Failure to document all release detection performance claims for 5 yrs after installation: 280.45(a) = \$50)

☐ YES

☒ N/A

☐ NO

Have repaired USTs/piping been tightness tested within 30 days of repairs?

(Failure to ensure that repaired tanks systems are tightness tested within 30 days: 280.33(d) = \$300)

☐ YES

☒ N/A

☐ NO

VIII. SPILL AND OVERFILL PROTECTION

Does the facility have spill prevention and is it functioning properly?

(Failure to use spill prevention for new system 280.20(c) or existing system 280.21(d) = \$300)

☒ YES

☐ NO

Is overfill prevention device present and operational?

(Failure to install adequate overfill prevention equipment in a new tank: 280.20(c)(1)(ii) = \$150)

☐ Flapper

☒ Audible Alarm

☐ Ball Float

IX-A. TEMPORARY CLOSURE

Is there 1" or less of product in each tank? (If not empty, leak detection is required)

Failure to comply with temporary closure requirements for a tank system for 3 or more months: 280.70(b) = \$300

☐ YES

☐ NO

Are vent lines left open and functional; are all other lines, pumps, man ways, and ancillary equipment capped?

(Failure to comply with temporary closure requirements for a tank system for 3 or more months: 280.70(b) = \$300)

☐ YES

☐ NO

Has corrosion protection been maintained? (for new or upgraded tanks)

(Failure to continue operation and maintenance of corrosion protection system: 280.70(a) = \$150)

☐ YES

☐ NO

Has release detection been maintained? (required if tanks have more than 1" fuel)

(Failure to continue operation and maintenance of release detection method: 280.70(a) = \$300)

☐ YES

☐ NO

Is the UST system upgraded if facility has been 'Temporarily' closed for more than 12 months?

(Failure to permanently close or upgrade a temporarily closed tank system after 12 months: 280.70(c) = \$300)

☐ YES

☐ NO

IX-B. PERMANENT CLOSURE

Has a notification form for closure or change of service been submitted?

(Failure to notify implementing agency of a closure or change-in-service: 280.71(a) = \$300)

☐ YES

☐ NO

Has a tank been removed from the ground or filled with an inert solid for tank closure

(Failure to remove closed tank from the ground or fill tank with an inert solid for tank closure. 280.71(b) = \$300.00)

☐ YES

☐ NO

X. FINANCIAL RESPONSIBILITY (FR)

Does facility have required pollution prevention insurance?

Failure to comply with FR requirements by the required phase-in-time: 280.93(a) = \$150;

Other 280.93(b) = \$150.

☐ YES

☒ NO

XI. SIGNIFICANT OPERATION COMPLIANCE (SOC)

Is facility in SOC with the release prevention (RP) requirements?

(To determine SOC status, review section VIII and section XII only.)

All applicable entries must be answered YES to be in SOC.)

☐ YES

☐ NO

Is facility in SOC with release detection (RD) requirements?

(Review section IV, V, and VI of the general checklist and appropriate specific RD method checklist (GM, IM, IC, MG).)

All applicable entries must be answered YES to be in SOC.)

☐ YES

☐ NO

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NAME/ID#:

A. IMPRESSED CURRENT (Tank and Piping)

Identify the following and proceed to appropriate system:

☐ **NEW TANK SYSTEM**

☐ **EXISTING TANK SYSTEM**

Is the UST system utilizing CP, if required?

Installation of an improperly designed and constructed metal tanks that fails to meet corrosion protection standards: 280.20(a)(2) = \$300

Failure to provide any cathodic protection to metal piping: 280.20(b)(2) = \$300

Failure to perform replacement upgrade, or closure for existing substandard tank system: 280.21(a) = \$300

(All penalties may be multiplied by the number of tanks and/or piping runs in violation.)

Are any metal connections (piping joints, swing joints, fittings, connections, etc.) either cathodically protected or not in contact with the soil or ground?

Failure to install a properly designed cathodic protection system: 280.20(a)(2)(ii) = \$300

What is the Installation Date of the Corrosion Protection system?

A. IMPRESSED CURRENT (Tank and Piping)

DOES RECTIFIER'S ELECTRICAL SOURCE PROVIDE POWER 24 HOURS A DAY, 7 DAYS A WEEK?

FAILURE TO OPERATE AND MAINTAIN CORROSION PROTECTION SYSTEM CONTINUOUSLY: 280.31(a) = \$150

ARE VOLTAGE AND AMP READINGS DOCUMENTED EVERY **60 DAYS** FOR THE PAST ONE YEAR?

FAILURE TO INSPECT IMPRESSED CURRENT SYSTEM EVERY 60 DAYS: 280.31(c) = \$150

LOOK AT CLOCK IN RECTIFIER BOX TO DETERMINE IF RECTIFIER HAS BEEN TURNED OFF OR WITHOUT POWER LONGER THAN **60 DAYS**. (IF CLOCK HAS BEEN TURNED OFF, THE INSPECTOR CAN WORK BACKWARDS TO THE INSPECTION DATE AND CALCULATE A REASONABLE ESTIMATE OF WHAT THE CLOCK HOURS SHOULD BE).

ARE TIGHTNESS TEST RECORDS VERIFYING TANKS AND PIPING WERE TIGHTNESS TESTED WITHIN **30 DAYS** OF REPAIR COMPLETION? (NOT REQUIRED FOR TANK USING MONTHLY MONITORING)?

FAILURE TO ENSURE THAT REPAIRED TANK SYSTEM ARE TIGHTNESS TESTED WITHIN 30 DAYS OF COMPLETION OF REPAIR: 280.33(d) = \$300

HAS APPROPRIATE MONITORING BEEN CONDUCTED WITHIN **6 MONTHS** OF INSTALLATION?

FAILURE TO OPERATE AND MAINTAIN CORROSION PROTECTION SYSTEM CONTINUOUSLY 280.31(a) = \$150

HAS APPROPRIATE MONITORING BEEN CONDUCTED EVERY **3 YEARS** AFTER INITIAL MONITORING?

FAILURE TO ENSURE PROPER OPERATION OF CATHODIC PROTECTION SYSTEM: 280.31(b)(1) = \$150

ARE RECORDS ON FILE FOR LAST **2** MONITORING RESULTS (TESTS REQUIRED EVERY **3 YEARS**)

FAILURE TO MAINTAIN RECORDS OF CATHODIC PROTECTION INSPECTIONS: 280.31(d) = \$50

DOES THE MOST RECENT CP SYSTEM TEST SHOW THAT CORROSION PROTECTION WAS ADEQUATE (**-850 mV**) AND THAT ANY NON-PASSING RESULTS WERE PROMPTLY INVESTIGATED AND CORRECTED TO ACHIEVE A PASSING RESULT?

FAILURE TO ENSURE PROPER OPERATION OF CP SYSTEM: 280.31(b) = \$150

B. GALVANIC PROTECTION - ANODES (tank only)

HAS THE CP SYSTEM BEEN TESTED WITHIN THE LAST **3 YEARS**?

FAILURE TO ENSURE PROPER OPERATION OF CATHODIC PROTECTION SYSTEM: 280.31(b)(1) = \$150

DOES THE MOST RECENT CP SYSTEM TEST SHOW THAT CORROSION PROTECTION WAS ADEQUATE (**-850 mV**) AND THAT ANY NON-PASSING RESULTS WERE PROMPTLY INVESTIGATED AND CORRECTED TO ACHIEVE A PASSING RESULT?

FAILURE TO ENSURE PROPER OPERATION OF CP SYSTEM: 280.31(b) = \$150

ARE TIGHTNESS TEST RECORDS VERIFYING TANKS AND PIPING WERE TIGHTNESS TESTED WITHIN **30 DAYS** OF REPAIR COMPLETION? (NOT REQUIRED FOR TANK USING MONTHLY MONITORING)?

FAILURE TO ENSURE THAT REPAIRED TANK SYSTEM ARE TIGHTNESS TESTED WITHIN 30 DAYS OF COMPLETION OF REPAIR: 280.33(d) = \$300

HAS TESTING BEEN CONDUCTED WITHIN **6 MONTHS** OF ANY REPAIRS TO CP SYSTEM? (MUST BE COMPLETED BY A CORROSION EXPERT)

FAILURE TO TEST CATHODIC PROTECTION SYSTEM WITHIN SIX MONTHS OF REPAIR OF AN UST SYSTEM: 280.33(e) = \$150

C. INTERNAL LINING (tank only)

VERIFY THAT THE INTERNAL LINING WAS RE-INSPECTED WITHIN **10 YEARS** AFTER INSTALLATION AND EVERY **5 YEARS** THEREAFTER.

FAILURE TO MEET INTERIOR LINING INSPECTION REQUIREMENTS FOR TANK UPGRADE: 280.21(b)(1)(ii) = \$150

DID THE TANK PASS THE INTERNAL LINING RE-INSPECTION, **OR** WAS **ONE** OF THE FOLLOWING DONE:

1. LINING REPAIRED
2. CATHODIC PROTECTION SYSTEM INSTALLED (IF TANK'S METAL THICKNESS IS $\geq 75\%$ ORIGINAL THICKNESS)
3. TANK PERMANENTLY CLOSED

☐ Check if comments continued on comments page

Initials _____ Date _____

Inspector's

HAS THE INTERNAL LINING BEEN INSPECTED BY A PROCEDURE ACCEPTABLE TO THE JURISDICTION (SOME STATES DO NOT ACCEPT INSPECTION BY VIDEO CAMERA)

US EPA REGION 9 - UST INSPECTION CHECKLIST

NAME/ID#:

XIII. AUTOMATIC TANK GAUGING SYSTEM, if applicable

Release detection monitoring system requirements for probability of detection (Pd=95%) and probability of false alarm (Pfa=5% must be met). Older ATG systems may not have the 3rd party certification documenting compliance with the Pd/Pfa requirements.

Such systems must conduct inventory control as part of their method implementation.

Manufacturer, Name and Model number of system: _____ Duration of test: _____ hr

Type of test: _____ gph

All Requirements Must Be Met to be in compliance. Answer yes (Y) or no (N) to each question.

Are monthly monitoring and testing records available for the past 12 months?

Failure to maintain results of monitoring for release detection for at least one year: 280.45(b) = \$50

Can ATG system detect a leak of 0.2 gph or less? (Note: review manufacturer's product claims).

Failure to adequately operate or maintain automatic tank gauging system: 280.43(d)(1) = \$150

Is the third-party certification for the ATG system available? (Must be kept for 5 years after installation)

Failure to document all release detection performance claims for 5 years after installation: 280.45(a) = \$50

Does documentation exist showing that the ATG was in test mode within its certification limits (i.e., size of tank, duration, etc.) a

minimum of once a month? (Review 3rd party certification and compare w/ actual receipts)

Failure to maintain documentation of compliance with release detection requirements: 280.34(b)(4) = \$50

Is monitoring box accessible and operational (power is on, roll of paper exists, etc.)? Was ATG in test mode within its certification limits a minimum of once a month?

Inadequate operation and maintenance of automatic tank gauging 280.43(d) = \$300

Was a sufficient amount of product in each tank for monthly test to be considered valid?

(Many tank gauges have limitations on the volume of product that must be in the tank in order to conduct the test).

Inadequate operation and maintenance of automatic tank gauging 280.43(d) = \$300

Is documentation available verifying method meets minimum performance standards of detecting a release of 0.20 gph with probability of

detection of 95% and probability of false alarm of 5%? (Review 3rd party certification)

Failure to document all release detection performance claims for 5 years after installation: 280.45(a) = \$50

Are monthly monitoring and testing records available for the past 12 months?

Failure to maintain result of monitoring release detection for at least 1 year: 280.45(b) = \$50

XIV. STATISTICAL INVENTORY RECONCILIATION (SIR), if applicable

Vendor/Software Name: _____ Leak Rate: _____ Threshold _____ Max.

Tank Capacity: _____

All Requirements Must Be Met to be in compliance. Answer yes (Y) or no (N) to each question.

CRITERIA FOR REPORTING A single analysis indicating a leak or a failed test.

A SUSPECTED RELEASE: Inconclusive results indicate Non-compliance with monthly leak detection requirements.

Statistical analysis performed every month?

Failure to monitor tanks at least every 30 days: 280.41(a) = \$300

Inventory conducted according to SIR provider's specifications?

Is dip stick graduate to 1/8"? Is dip stick end worn or split?

Does totalizer on dispenser show the annual calibration check (weights and measure seal)?

Is documentation available verifying method meets minimum performance standards of detecting a release of 0.20 gph with probability of detection of 95% and probability of false alarm of 5% (Review 3rd party certification)? Note: It must be kept for 5 years.

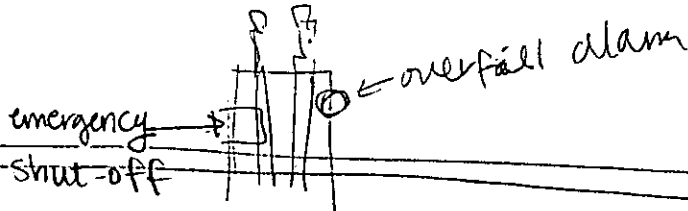
Failure to document all release detection performance claims for 5 years after installation: 280.45(a) = \$50

Are monthly monitoring and testing records available for the past 12 months?

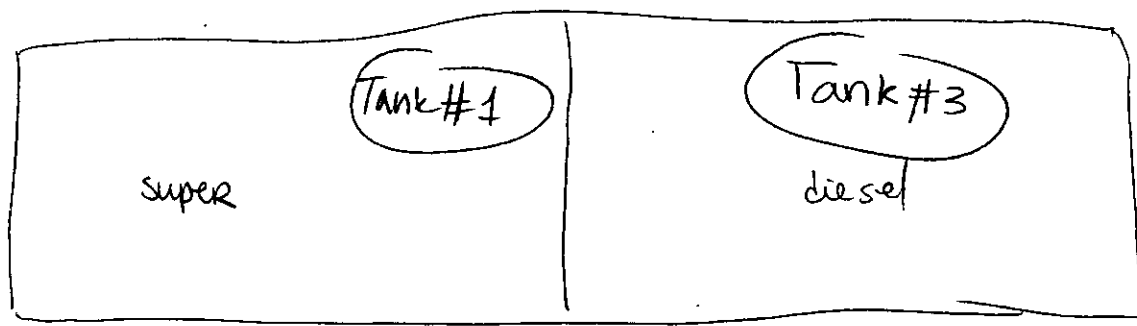
Failure to maintain result of monitoring release detection for at least 1 year: 280.45(b) = \$50

Are monthly monitoring analytical result returned to the owner/operator in a timely period? (i.e 10 days or less)

Via 201 Vent ~~sub~~ a Road

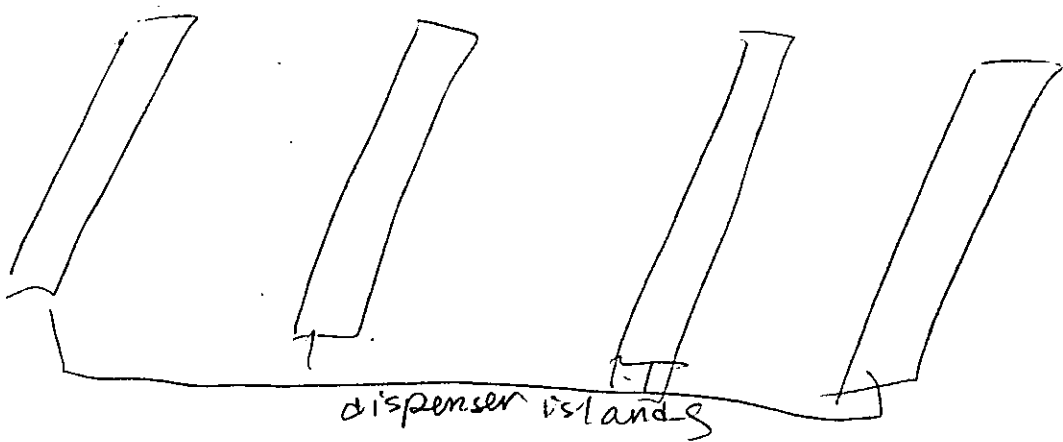
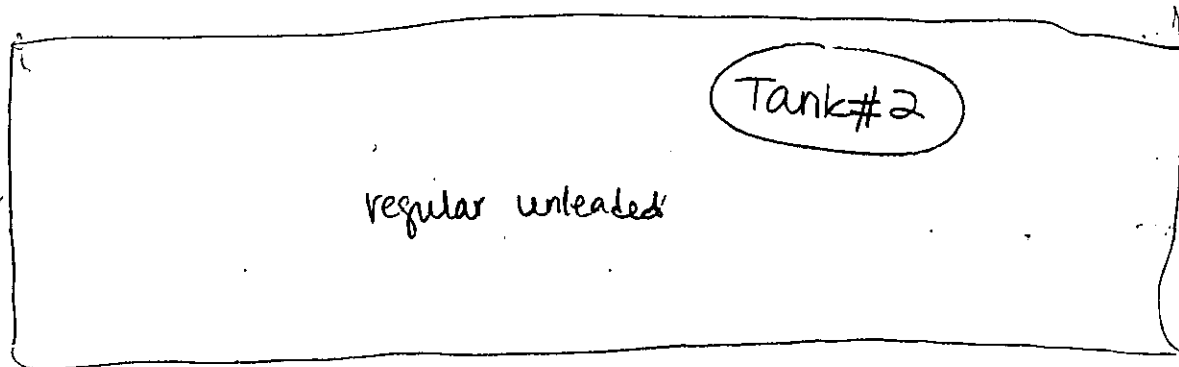


Tank #



compartmentalized

Tank #



☐ Check if comments continued on comments page

Inspector's Initials _____ Date _____

store



U.S. Environmental Protection Agency
Region 9, 75 Hawthorne St. (WST-8), San Francisco, CA 94105

NOTICE OF INSPECTION

Eric Magnan
U.S. EPA Region 9
75 Hawthorne St. (WST-8)
SF, CA 94103
P: (415) 947-4179

The Environmental Protection Agency is responsible for ensuring compliance with the Resource Conservation and Recovery Act (RCRA) Public Law 94-580, as amended, Subtitle I Underground Storage Tanks (UST)

Violations observed: ☒ Yes (specify below) ☐ No

1: (415) 947-3530

Pursuant to federal regulations of 40 CFR Part 280, during an inspection on 11/15/07, the following items of UST non-compliance were observed at your facility. The EPA wishes to work cooperatively with you as the owner and/or operator of this facility to resolve the violation(s) and requests that documentation demonstrating compliance be submitted by 12/15/07. (Refer to Field Citation No: UST-09-_____, if applicable).

Violation: 280.41(b)(1)(ii)
Failure to equip pressurized piping with automatic line leak detector.

Correction Required:
Schedule annual maintenance for the Line Leak Detector. Tudor Montague of Salt River

Violation: 280.45(c) Failure to document calibration, maintenance, and repair of release detector (automatic line leak detector).

Correction Required:
EPNR will follow-up to look in the turbine sumps and verify existence of the automatic line leak detector.

Violation: 280.41(b)(1)(ii) Failure to have annual LTT or perform monthly monitoring pressurized piping.

Correction Required:
Conduct Annual Line Tightness Test.

Violation: 280.45(b) Failure to maintain results of monitoring and testing of functionality release detector.

Correction Required:
Conduct Annual Maintenance on ATF and Vender Root.

Violation: 280.93(a) Failure to comply with Financial Responsibility Requirements.

Obtain UST Insurance for all tanks owned or another viable FR Mechanism.

Submit all documentation of corrections completed to U.S. EPA and Salt River EPNR.

The facts established by this inspection will be reviewed by personnel in the EPA Regional Office. A final determination of your facility's compliance with the EPA regulations will be made as a result of this review. The review may reveal additional violations.

Date: 11/15/07	Inspector: Eric Magnan	Time In: 930	Facility Name: Ventura Market
Facility ID No. SALT-043		Time Out: 1100	Address: 9211 E. Via De Ventura
Facility Representative: Phone# (480) 362-1588	City: Scottsdale	State: AZ	ZIP: 85258

Receipt of this Notice of Inspection is acknowledged.

(signature of facility representative)

signature of lead inspector 415-947-4179 Phone #
signature of assisting representative 415-947-3530 Phone #

SALT-043

Rec'd EPA
Reg 9 on
12/11/07
mck

WESTEST, INC.
P.O. BOX 11727
PHOENIX, AZ 85061

INVOICE

Invoice Number: 120607-02
Invoice Date: Dec 6, 2007
Page: 1
Duplicate

Voice: (602) 841-2550
Fax: (602) 841-2497

Bill To:
VENTURA CHEVRON CHRIS SMITH 9211 E. VIA DE VENTURA SCOTTSDALE, AZ 85253

Ship To:
VENTURA CHEVRON CHRIS SMITH 9211 E. VIA DE VENTURA SCOTTSDALE, AZ 85258

Customer ID	Customer PO	Payment Terms	
VENTURA CHEVRON		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		1/5/08

Quantity	Item	Description	Unit Price	Amount
3.00	LT	ESTABROOK EZY 3 PRODUCT LINE TEST INCLUDING LINE LEAK DETECTOR TEST	110.00	330.00
1.00	MC	ANNUAL MONITOR CHECK & CERTIFICATION	125.00	125.00
1.00	MISC	TRAVEL AND NIGHT TEST PREMIUM	200.00	200.00
Subtotal				655.00
Sales Tax				
Total Invoice Amount				655.00
Payment/Credit Applied				
TOTAL				655.00

Check/Credit Memo No:

WESTEST INC.

ESTABROOK EZY 3 PRODUCT LINE TEST

602-722-9095

LOCATION: Ventura Chevron
 ADDRESS: 9211 E. Via De Ventura
 CITY/STATE: Scottsdale, Az

DATE: 12-6-07
 TECH. NAME: James Graft
 TECH. #: T00016

TANK I.D. #	<u>3</u>	PRODUCT	<u>Diesel</u>	LINE MATERIAL	<u>Double Wall Fbrgls</u>	
AGE	<u>7</u>	TEST P.S.I.	<u>60</u>	PUMP SYSTEM	<u>F.E. Petro</u>	

TIME (MILITARY)	MONITOR/ TEST	DATA	(+) GAIN (-) LOSS	GAL. PER LINE	RESULT	G.P.H. RATE
:25		S3		.0037		
:40	M	S3	⊖	/	-	⊖
:55	M	S3	⊖		-	⊖
:10	T	S3	⊖		-	/
:25	T	S3	⊖		-	/
:40	T	S3	⊖		-	/
:55	T	S3	⊖		-	⊖
FINAL LEAK RATE: <u>0.0000</u> GALLONS PER HOUR STATUS <u>Passed</u>						

LINE LEAK DETECTOR TEST

Test

SERIAL NUMBER	RESILIENCY ML	OPENING TIME	LEAK RATE	HOLDING PSI	METERING PSI	PASS FAIL
STPMLDD	500 ml.	15 sec +	3gph YES	24 psi	36 psi	Pass

LLD MANUFACTURE F.E. Petro MODEL STPMLDD

P.O. BOX 11727 * PHOENIX, ARIZONA 85081 * (602) 841-2550 * FAX (602) 841-2497

WESTEST INC.

ESTABROOK EZY 3 PRODUCT LINE TEST

LOCATION: Ventura Chevron
 ADDRESS: 9211 E. Via De Ventura
 CITY/STATE: Scottsdale, AZ

DATE: 12-6-07
 TECH. NAME: James Graft
 TECH. #: T00016

TANK I.D. #	<u>2</u>	PRODUCT	<u>Premium</u>	LINE MATERIAL	<u>Double Wall Fbrgl's</u>	
AGE	<u>7</u>	TEST P.S.I.	<u>60</u>	PUMP SYSTEM	<u>F.E. Petro</u>	

TIME (MILITARY)	MONITOR/TEST	DATA	(+) GAIN (-) LOSS	GAL. PER LINE	RESULT	G.P.H. RATE
:20		47		.0037		
:35	M	47	⊖)	-	⊖
:50	M	47	⊖		-	⊖
:05	T	47	⊖		-)
:20	T	46	-1		.0037	
:35	T	46	⊖		-	
:50	T	46	⊖		-	
FINAL LEAK RATE:		<u>-0.0037</u>		GALLONS PER HOUR		STATUS <u>Passed</u>

LINE LEAK DETECTOR TEST

Test

SERIAL NUMBER	RESILIENCY ML	OPENING TIME	LEAK RATE	HOLDING PSI	METERING PSI	PASS FAIL
STPMLD	300 ml.	15 sec +	3gph YES	20 psi	30 psi	Pass

LLD MANUFACTURE F.E. Petro MODEL STPMLD

P.O. BOX 11727 * PHOENIX, ARIZONA 85061 * (602) 841-2550 * FAX (602) 841-2497

WESTEST INC.

ESTABROOK EZY 3 PRODUCT LINE TEST

LOCATION: Ventura Chevron
 ADDRESS: 9211 E. Via De Ventura
 CITY/STATE: Scottsdale, Az

DATE: 12-6-07
 TECH. NAME: James Graft
 TECH. #: T00016

TANK I.D. #	1	PRODUCT	Unlead	LINE MATERIAL	Double Wall Fbrgls	
AGE	?	TEST P.S.I.	60	PUMP SYSTEM	2 F.E. Petro's	

TIME (MILITARY)	MONITOR/TEST	DATA	(+) GAIN (-) LOSS	GAL. PER LINE	RESULT	G.P.H. RATE
:20		74		.0037		
:35	M	73	-1	/	.0037	.0148
:50	M	72	-1		.0037	.0148
:05	T	71	-1		.0037	
:20	T	70	-1		.0037	
:35	T	70	0		-	
:50	T	69	-1		.0037	.0111

FINAL LEAK RATE: -0.0111 GALLONS PER HOUR STATUS Passed

LINE LEAK DETECTOR TEST

Test

SERIAL NUMBER	RESILIENCY ML	OPENING TIME	LEAK RATE	HOLDING PSI	METERING PSI	PASS FAIL
STPMLD	330 ml.	0 sec	3 gph NO	21 psi	33 psi	Fail
STPMLD						11

LLD MANUFACTURE F.E. Petro MODEL STPMLD

P.O. BOX 11727 * PHOENIX, ARIZONA 85061 * (602) 841-2550 * FAX (602) 841-2497

2 turbines on
 2 unleaded tanks
 → leak detectors on their
 own are working properly



OPERABILITY CHECK CERTIFICATE

COMPANY	Ventura Chevron
CONTACT PERSON	Chris Smith
ADDRESS	9211 E. Via De Ventura
CITY, STATE	Scottsdale, AZ 85258
TELEPHONE	480-248-5343
SITE	Ventura Chevron
ADDRESS	9211 E. Via De Ventura
CITY, STATE	Scottsdale, AZ
CHECK DATE	12/6/2007

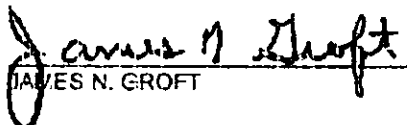
EPA regulations require Release Detection Methods which are maintained in accordance with manufacturer's instructions, including: Routine Maintenance and Service Checks For Operability or Running Condition.

The	<u>Veeder Root</u>	<u>TLS-350</u>	<u>is</u>
	(Model)	(Detection Method)	(Is / Is Not)

operating according to manufacturer's standards, and is
(Is / Is Not)

in compliance with regulations.

Remarks: _____


JAMES N. GROFT

P.O. BOX 11727 PHOENIX, ARIZONA 85061 (602) 841-2550 FAX (602) 841-2497

WESTEST INC.

MONITOR SYSTEM INSPECTION FORM

Manufacturer: VEEDER ROOT

Customer: Ventura Market

Date 12-6-07

Location: Chevron
9211 E. Via Ventura
Scottsdale, Az

Contact: _____

Phone # _____

Model: TLS-350

of Tanks: 3

Alarms: Visual ☒ Audible ☒ Printer ☒ Modem _____

Probes: ☒ In Tank Liquid Level Fuel Water Temperature

☒ In Tank Sensing Tests Tanks CSLD

☒ Annular Space Tests Tank Secondary For Liquid

☒ Sump Tests Turbine Sumps For Liquid

Vapor Monit. Wells #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

Tests &
Dispenser Pass
For Liquid

☒ Liquid Monit. Wells #1 ☒ #2 ☒ #3 ☒ #4 ☒ #5 ☒ ☒ ☒ ☒

Safety: Intrinsic ☒ Electrical ☒ Probe Connections ☒

Others Collected Passed Tests For Year (All Passed)

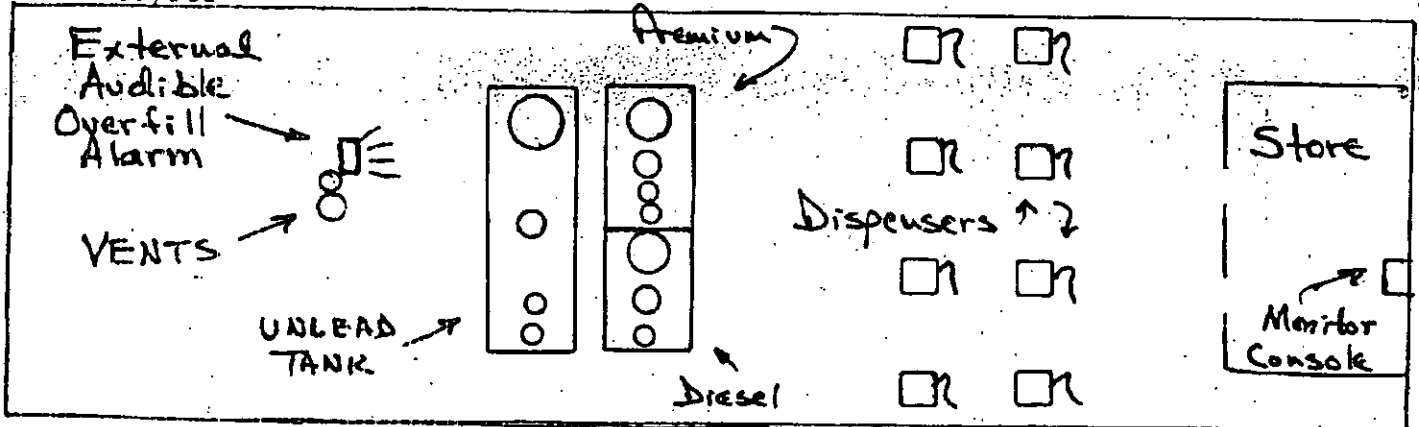
Remarks: Set of Alarms on all Sensors

Cleaned and Checked Probes, Floats, Sensors

Double Wall Piping Drains to Monitored Sump.

Form # 0848290-022 Ser # F01172776008001

Tank Layout



Technician: James N. Dwyer

Date 12-6-07

VENTURA MARKET
9921 E. VIA DE VENT
SCOTTSDALE, AZ.

DEC 6, 2007 8:28 PM

SYSTEM STATUS REPORT

T 1:DELIVERY NEEDED

INVENTORY REPORT

T 1:SUPREME TANK
VOLUME = 2965 GALS
ULLAGE = 5054 GALS
90% ULLAGE = 7852 GALS
HEIGHT = 53.65 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 70.9 DEG F

T 2:UNLEADED TANK
VOLUME = 5712 GALS
ULLAGE = 13436 GALS
90% ULLAGE = 11421 GALS
HEIGHT = 41.79 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 69.3 DEG F

T 3:DIESEL TANK
VOLUME = 2734 GALS
ULLAGE = 5308 GALS
90% ULLAGE = 4503 GALS
HEIGHT = 42.52 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 73.7 DEG F

***** END *****

VENTURA MARKET
9921 E. VIA DE VENT
SCOTTSDALE, AZ.

DEC 6, 2007 8:29 PM

COLD TEST RESULTS

DEC 6, 2007 8:29 PM

T 1:SUPREME TANK
PROBE SERIAL NUM 802972

0.2 GAL/HR TEST
PER: DEC 6, 2007 PASS

T 2:UNLEADED TANK
PROBE SERIAL NUM 753098

0.2 GAL/HR TEST
PER: DEC 6, 2007 PASS

T 3:DIESEL TANK
PROBE SERIAL NUM 808374

0.2 GAL/HR TEST
PER: DEC 6, 2007 PASS

***** END *****

VENTURA MARKET
9921 E. VIA DE VENT
SCOTTSDALE, AZ.

DEC 6, 2007 8:29 PM

LIQUID STATUS

DEC 6, 2007 8:29 PM

L 1:UNLEAD ANNULAR
SENSOR NORMAL

L 2:UNLEAD STP SUMP
SENSOR NORMAL

L 3:UNLEAD FILL SUMP
SENSOR NORMAL

L 4:SPLIT TANK ANNULAR
SENSOR NORMAL

L 5:SUPREME STP SUMP
SENSOR NORMAL

L 6:SUPREME FILL SUMP
SENSOR NORMAL

L 7:DIESEL STP SUMP
SENSOR NORMAL

L 8:DIESEL FILL SUMP
SENSOR NORMAL

L 9:DISP 1-2
SENSOR NORMAL

L10:DISP 3-4
SENSOR NORMAL

L11:DISP 5-6
SENSOR NORMAL

L12:DISP 7-8
SENSOR NORMAL

L13:DISP 9-10
SENSOR NORMAL

L14:DISP 11-12
SENSOR NORMAL

L15:DISP 13-14
SENSOR NORMAL

L16:DISP 15-16
SENSOR NORMAL

***** END *****

VENTURA MARKET
9921 E. VIA DE VENT
SCOTTSDALE, AZ.

DEC 6, 2007 8:30 PM

TANK LEAK TEST HISTORY

T 1: SUPREME TANK

LAST GROSS TEST PASSED:

NO TEST PASSED

LAST ANNUAL TEST PASSED:

NO TEST PASSED

FULLEST ANNUAL TEST PASS

NO TEST PASSED

LAST PERIODIC TEST PASS:

DEC 5, 2007 5:17 AM
TEST LENGTH 30 HOURS
STARTING VOLUME = 3995
PERCENT VOLUME = 33.2
TEST TYPE = CSLD

FULLEST PERIODIC TEST
PASSED EACH MONTH:

JAN 23, 2007 12:22 AM
TEST LENGTH 27 HOURS
STARTING VOLUME = 4814
PERCENT VOLUME = 40.1
TEST TYPE = CSLD

FEB 13, 2007 5:37 AM
TEST LENGTH 33 HOURS
STARTING VOLUME = 4811
PERCENT VOLUME = 40.0
TEST TYPE = CSLD

MAR 1, 2006 4:09 AM
TEST LENGTH 24 HOURS
STARTING VOLUME = 3617
PERCENT VOLUME = 30.1
TEST TYPE = CSLD

APR 4, 2006 4:07 AM
TEST LENGTH 29 HOURS
STARTING VOLUME = 3562
PERCENT VOLUME = 29.6
TEST TYPE = CSLD

MAY 27, 2006 4:45 AM
TEST LENGTH 27 HOURS
STARTING VOLUME = 3760
PERCENT VOLUME = 31.3
TEST TYPE = CSLD

JUN 26, 2006 5:17 AM
TEST LENGTH 26 HOURS
STARTING VOLUME = 4115
PERCENT VOLUME = 34.2
TEST TYPE = CSLD

JUL 1, 2006 2:02 AM
TEST LENGTH 25 HOURS
STARTING VOLUME = 3951
PERCENT VOLUME = 32.9
TEST TYPE = CSLD

AUG 27, 2007 3:13 AM
TEST LENGTH 30 HOURS
STARTING VOLUME = 3748
PERCENT VOLUME = 31.2
TEST TYPE = CSLD

SEP 30, 2007 5:19 AM
TEST LENGTH 28 HOURS
STARTING VOLUME = 3746
PERCENT VOLUME = 31.2
TEST TYPE = CSLD

OCT 21, 2007 4:47 AM
TEST LENGTH 29 HOURS
STARTING VOLUME = 4238
PERCENT VOLUME = 35.3
TEST TYPE = CSLD

NOV 5, 2007 4:12 AM
TEST LENGTH 25 HOURS
STARTING VOLUME = 4009
PERCENT VOLUME = 33.4
TEST TYPE = CSLD

DEC 6, 2007 3:56 AM
TEST LENGTH 27 HOURS
STARTING VOLUME = 4005
PERCENT VOLUME = 33.3
TEST TYPE = CSLD

***** END *****

VENTURA MARKET
9921 E. VIA DE VENT
SCOTTSDALE, AZ.

DEC 6, 2007 8:30 PM

TANK LEAK TEST HISTORY

T 2: UNLEADED TANK

LAST GROSS TEST PASSED:

NO TEST PASSED

LAST ANNUAL TEST PASSED:

NO TEST PASSED

FULLEST ANNUAL TEST PASS

NO TEST PASSED

LAST PERIODIC TEST PASS:

DEC 6, 2007 5:20 AM
TEST LENGTH 17 HOURS
STARTING VOLUME = 11557
PERCENT VOLUME = 57.4
TEST TYPE = CSLD

FULLEST PERIODIC TEST
PASSED EACH MONTH:

JAN 22, 2007 3:19 AM
TEST LENGTH 16 HOURS
STARTING VOLUME = 12674
PERCENT VOLUME = 62.9
TEST TYPE = CSLD

FEB 16, 2007 4:13 AM
TEST LENGTH 19 HOURS
STARTING VOLUME = 12264
PERCENT VOLUME = 60.9
TEST TYPE = CSLD

MAR 9, 2007 2:20 AM
TEST LENGTH 17 HOURS
STARTING VOLUME = 12220
PERCENT VOLUME = 60.7
TEST TYPE = CSLD

APR 1, 2007 3:40 AM
TEST LENGTH 16 HOURS
STARTING VOLUME = 11183
PERCENT VOLUME = 55.5
TEST TYPE = CSLD

MAY 24, 2007 3:38 AM
TEST LENGTH 16 HOURS
STARTING VOLUME = 12498
PERCENT VOLUME = 62.0
TEST TYPE = CSLD

VENTURA MARKET
9921 E. VIA DE VENT
SCOTTSDALE, AZ.

JUN 11, 2007 4:19 AM
TEST LENGTH 16 HOURS
STARTING VOLUME= 12575
PERCENT VOLUME = 62.4
TEST TYPE = CSLD

JUL 1, 2007 4:57 AM
TEST LENGTH 15 HOURS
STARTING VOLUME= 11227
PERCENT VOLUME = 55.7
TEST TYPE = CSLD

AUG 28, 2007 1:30 AM
TEST LENGTH 15 HOURS
STARTING VOLUME= 10900
PERCENT VOLUME = 53.6
TEST TYPE = CSLD

SEP 9, 2007 5:17 AM
TEST LENGTH 15 HOURS
STARTING VOLUME= 10795
PERCENT VOLUME = 53.6
TEST TYPE = CSLD

OCT 15, 2007 5:31 AM
TEST LENGTH 14 HOURS
STARTING VOLUME= 11749
PERCENT VOLUME = 58.3
TEST TYPE = CSLD

NOV 25, 2007 5:52 AM
TEST LENGTH 19 HOURS
STARTING VOLUME= 11402
PERCENT VOLUME = 66.6
TEST TYPE = CSLD

DEC 6, 2007 5:20 AM
TEST LENGTH 17 HOURS
STARTING VOLUME= 11557
PERCENT VOLUME = 57.4
TEST TYPE = CSLD

***** END *****

DEC 6, 2007 8:30 PM

TANK LEAK TEST HISTORY

T 3:DIESEL TANK

LAST GROSS TEST PASSED:

NO TEST PASSED

LAST ANNUAL TEST PASSED:

NO TEST PASSED

FULLEST ANNUAL TEST PASS

NO TEST PASSED

LAST PERIODIC TEST PASS:

DEC 6, 2007 2:15 PM
TEST LENGTH 32 HOURS
STARTING VOLUME= 2870
PERCENT VOLUME = 35.7
TEST TYPE = CSLD

FULLEST PERIODIC TEST
PASSED EACH MONTH:

JAN 7, 2007 6:56 AM
TEST LENGTH 40 HOURS
STARTING VOLUME= 3855
PERCENT VOLUME = 47.9
TEST TYPE = CSLD

FEB 6, 2007 9:26 AM
TEST LENGTH 33 HOURS
STARTING VOLUME= 3891
PERCENT VOLUME = 48.3
TEST TYPE = CSLD

MAR 25, 2007 10:42 AM
TEST LENGTH 36 HOURS
STARTING VOLUME= 3283
PERCENT VOLUME = 40.8
TEST TYPE = CSLD

APR 21, 2007 12:27 PM
TEST LENGTH 31 HOURS
STARTING VOLUME= 3151
PERCENT VOLUME = 39.2
TEST TYPE = CSLD

MAY 26, 2007 5:25 PM
TEST LENGTH 26 HOURS
STARTING VOLUME= 3749
PERCENT VOLUME = 46.6
TEST TYPE = CSLD

JUN 3, 2007 5:02 AM
TEST LENGTH 33 HOURS
STARTING VOLUME= 3204
PERCENT VOLUME = 39.8
TEST TYPE = CSLD

JUL 7, 2007 7:31 PM
TEST LENGTH 34 HOURS
STARTING VOLUME= 3842
PERCENT VOLUME = 47.8
TEST TYPE = CSLD

AUG 11, 2007 3:43 PM
TEST LENGTH 28 HOURS
STARTING VOLUME= 3608
PERCENT VOLUME = 44.9
TEST TYPE = CSLD

SEP 1, 2007 12:06 AM
TEST LENGTH 34 HOURS
STARTING VOLUME= 3240
PERCENT VOLUME = 40.3
TEST TYPE = CSLD

OCT 16, 2007 1:08 AM
TEST LENGTH 32 HOURS
STARTING VOLUME= 3484
PERCENT VOLUME = 43.3
TEST TYPE = CSLD

NOV 21, 2007 5:22 AM
TEST LENGTH 32 HOURS
STARTING VOLUME= 3492
PERCENT VOLUME = 43.4
TEST TYPE = CSLD

DEC 1, 2007 4:26 AM
TEST LENGTH 43 HOURS
STARTING VOLUME= 3058
PERCENT VOLUME = 38.0
TEST TYPE = CSLD

***** END *****


Mr. D - CONTINENT CASUALTY COMPANY

P. O. Box 1409 Tulsa, Oklahoma 74101

**POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE POLICY
DECLARATION**
THIS IS A CLAIMS MADE POLICY

POLICY NO. 04-TO-00065817

Named insured and Mailing Address

 VENTURA MARKET, LLC DBA
 VENTURA MARKET CHEVRON #306020
 8735 N 20TH PLACE STE 250
 SCOTTSDALE AZ 85251

Agent Name and Mailing Address

 PT RISK MANAGEMENT INSURANCE 02-0106
 SERVICES LIMITED
 10621 S 51 ST
 PHOENIX AZ 85044

POLICY PERIOD: FROM 03/06/2007 TO 03/06/2008 at 12:01 A.M. Standard Time at your mailing address shown above

THE NAMED INSURED IS LLC

BUSINESS DESCRIPTION: CHEVRON STORE

RETROACTIVE DATE

 THIS INSURANCE DOES NOT APPLY TO CLAIMS WHICH OCCUR BEFORE THE
 RETROACTIVE DATE SHOWN HERE: 03/06/07

 IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
 AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

 THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
 THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Total Advance Premium

\$ 1,176

Form(s) and Endorsement(s) made a part of this policy at the time of issue:

ML1050(03/06) ML1022(03/06) M19046(05/01)

*Or its applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

Countersigned at: PHOENIX AZ

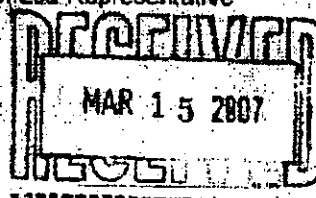
Date: 03/03/2007

By

Authorized Representative

ML 10 35 (03-06)

AGENT COPY



PAGE 1

LIMITS OF INSURANCE**COVERAGE**☐ A

AGGREGATE LIMIT

\$ 1,000,000

☒ A and B

EACH CLAIM LIMIT

\$ 1,000,000

☐ C

EACH CLAIM LIMIT

\$

COVERAGES APPLY TO ALL LOCATIONS SHOWN IN THE SCHEDULE OF STORAGE TANK SYSTEMS BY LOCATION EXCEPT AS NOTED BELOW.

DEDUCTIBLE

EACH CLAIM

\$ 10,000

SCHEDULE OF STORAGE TANK SYSTEMS BY LOCATION

LOCATION NO.	LOCATION
001	VENTURA MARKET CHEVRON #305020 0211 E VIA DE VENTURA SCOTTSDALE AZ 85258

**MID-CONTINENT GROUP®
PRIVACY NOTICE
AND
NOTICE OF INFORMATION PRACTICES**

The members of Mid-Continent Group ("Mid-Continent," including those companies listed at the end of this Notice) respect your right to privacy.

We want you to know about our procedures for protecting your privacy and your rights and responsibilities regarding information we receive about you. We want you to understand how we gather information about you, how we protect it, and how you can help ensure its accuracy. Although we may provide this Notice as information to additional persons, the terms of this Notice apply to those individuals who inquire about or obtain insurance from Mid-Continent primarily for personal, family or household purposes, and certain group insurance plans. We will provide our customers with a copy of the most recent notice of our privacy policy at least annually and more often if we make any changes affecting their rights under our privacy policy. This Notice applies to current and former customers of Mid-Continent, but does not in any way imply or affect insurance coverage. You can find the online version of this Notice on our web site at www.mcg-ins.com.

Because Mid-Continent does not share your information outside of permitted exceptions, there is no need for you to take any action under this Notice. If we change our practices in the future, we will advise you and, if applicable, enable you to "opt-out" of certain sharing.

1. What kind of information is collected about you?

We get most of our information about you directly from you, such as your name, address, social security number, income level and certain other financial information, on insurance applications and other forms that you provide to us. While in some cases the information you provide to your insurance representative during the insurance application process gives us all the information we need to evaluate you or your property for insurance, there are instances when we may need additional information or may need to verify information you have given us. In those cases, we may obtain information from outside sources at our own expense.

It is common for an insurance company to ask an independent source to verify and supplement information given on an insurance application. There are many such independent companies, commonly called "consumer reporting agencies," which are in the business of providing independent information to insurance and other financial services companies. We will treat the information we receive about you from an independent reporting agency in accordance with the terms of this Notice. Upon our receipt of your written request sent to the address set forth in Section 5, we will inform you of the name and address of any agency we have used to prepare a report on you so that you can contact the agency.

Once you have been an insured customer of ours for a period of time, your record may contain information related to our experiences and transactions with you, such as insurance policy coverage, premiums and payment history, and any claims you make under your insurance policy. For example, information collected by a claims representative and any policy or fire report will be retained by us. Any information that we collect in connection with an insurance claim will be kept in accordance with this Notice.

Each company within Mid-Continent Group may disclose information about you to an affiliate regarding its transactions and experiences with you (such as your payment or claims history). We do not currently share other credit-related information, except as permitted or required by law.

Finally, we do use "cookies" when you interact with our web sites to make that experience easy and meaningful for you. When you visit our web site, our web server sends a cookie to your computer. A cookie is an electronically transmitted file that holds small pieces of information. When you navigate through our web site, your browser "requests" pages for you to view, and that request will include the information stored in the cookie we previously sent to your computer. This process is like an electronic "handshake" between our system and your computer; the information exchanged allows us to recognize your browser.

Cookies are used to collect and store only the following information: the visitor's domain name, the Internet address of the web site from which the visitor linked directly to our web site, the pages of our site that the visitor views and the length of time spent on each page, browser and operating system platform type, and the date and time the visitor accessed our site.

4. How can you review recorded information about you?

Generally, you have the right to review and receive a copy of the recorded personal information about you contained in our files with respect to a particular policy number, except for certain legal and medical documents. You have the further rights to request that we correct any of this information. To exercise these rights, you must send to us a notarized request at the address set forth below stating your complete name, address, insurance policy number, daytime phone number, and a copy of your driver's license or other personal identification. If you believe any information is incorrect, we will investigate and correct it if we can substantiate the error. Even if we do not correct the information, you have the right to file with us a written statement of dispute which we will include in any future disclosure of the information.

5. How can you contact us?

If, after reading this, you have any questions about our privacy policy, please write to us at the following address:

MID-CONTINENT GROUP
1437 S. Boulder
Suite 200
Tulsa, OK 74119
Attn: Compliance Office - Privacy

Mid-Continent Casualty Company
Mid-Continent Insurance Company
Oklahoma Surety Company

POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE FORM

THIS IS A CLAIMS MADE POLICY

Throughout this policy, the words "we", "us" and "our" refer to the company providing this insurance.

I. INSURING AGREEMENT

Coverage A:

We will pay those sums that an Insured is legally obligated to pay as a result of release(s) from scheduled Storage Tank System(s) commencing after the Retroactive Date which result in Bodily Injury or Property Damage to which this insurance applies. We will have the right and duty to defend any claim seeking those damages. All claim(s) must be reported to the company, in writing, by the Named Insured during the Policy Period or Extended Reporting Period, if applicable.

Coverage B:

We will pay clean-up costs incurred by an Insured for environmental damage that an Insured is legally obligated to pay from scheduled Storage Tank System(s) as a result of a Confirmed Release(s) provided the Confirmed Release(s) commences after the Retroactive Date. All claim(s) must be reported to the company, in writing, by the Named Insured during the Policy Period or Extended Reporting Period, if applicable. This insurance applies only if a limit is shown for Coverage B in the declarations page.

Coverage C:

We will pay your expense to repair or replace your Storage Tank System and property damaged as a result of such repair or replacement. This insurance applies only if:

- 1) Coverage A or B responds to a loss; and
- 2) A limit is shown for Coverage C in the Declarations page.

II. CLAIM PROVISIONS

A. It is a condition precedent to coverage under this Policy that:

1. In the event of a Claim under Coverage A., the Insured shall give us written notice as soon as possible but in any event no later than thirty (30) days after receipt of the Claim by the Insured.

In the event that a Release(s) has taken place which the Insured has verified as a Confirmed Release, the Insured must submit a Claim under Coverage B. in writing, as soon as possible, but in any event no later than thirty (30) days after verifying the Confirmed Release.
2. When a Claim under Coverage A. or Coverage B. has been made, the Insured must forward to us, as soon as practicable after receipt, or receipt by its representative or agent, the following:
 - a. All technical reports, laboratory data, field notes or any other documents generated by or on behalf of an Insured to investigate or abate a Release or to implement Clean-up Costs.

For Claim(s) under Coverage B., an Insured shall forward documentation of the Release detection tests or procedures, such as system tightness tests or site checks, undertaken to investigate a suspected Release and verify that a Confirmed Release has taken place.
 - b. All correspondence between an Insured and any third party claimant for which a Claim is being submitted under this policy;
 - c. All demands, summons, notices or other processes or papers from a court of law, administrative agency or an investigative body;
 - d. All expert reports, investigations and data collected by experts retained by an Insured whether or not an Insured intends to use the material for any purpose; and
 - e. Any other information developed or discovered by an Insured concerning the Claim whether or not deemed by an Insured to be relevant to the Claim.

2. Vehicles maintained for use solely on or next to premises owned or rented by an insured;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently maintained:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. Vehicles not described above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
 6. Vehicles not described in paragraphs 1, 2, 3 or 4 above that are maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Automobile(s):
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on Automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- K. **Named Insured** means the person or entity designated as such in Named Insured of the Declarations.
- L. **Policy Period** means the period set forth in the Declarations, or any shorter period arising as a result of:
1. Cancellation or termination of this Policy; or
 2. With respect to specific Storage Tank System(s) designated in the Declarations:
 - a. The deletion of such location(s) from this Policy by the Company; or
 - b. The sale, leasing, giving away, abandonment or relinquishing of operational control of such Storage Tank System(s).
- M. **Property Damage** means:
1. Physical injury to or destruction of tangible property other than property which is in the care, custody or control of an Insured including the resulting loss of use thereof;
 2. Loss of use of tangible property other than property which is in the care, custody or control of an Insured that has not been physically injured or destroyed.
- N. **Regulated Substance(s)** means:
1. Petroleum, including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure;
 2. Hazardous substance as defined in section 101(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

2. For any costs arising out of the removing, replacing or recycling of contents of any Storage Tank System.

H. Under Coverage B., for any costs, charges or expenses incurred to investigate or verify that a Confirmed Release has taken place.

I. Under Coverage A., due to Bodily Injury to an employee of an Insured or its parent, subsidiary or affiliate arising out of and in the course of employment by an Insured or its parent, subsidiary or affiliate.

This exclusion applies:

1. Whether an Insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay third parties who must pay damages because of the injury.

J. Under Coverage A., arising as a result of liability of others assumed by an Insured under any contract or agreement, unless the liability of an Insured would have attached in the absence of such contract or agreement.

K. Under Coverage A., for Property Damage to goods or products manufactured, sold, handled or distributed by an Insured; arising out of such goods or products or any part thereof, or due to Property Damage to work performed by, or on behalf of the Insured or its parent, subsidiary or affiliate arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

L. Under Coverage A., arising from an Intermittent Release(s) which first existed prior to the inception of this policy.

V. LIMIT OF LIABILITY AND DEDUCTIBLE

A. Our total liability:

1. For all Loss(es) from Claim(s) first made against the Insured and reported; and
2. For all Clean-up Costs from Claim(s) first reported by or on behalf of the Insured, in writing, to us during the Policy Period and including the Extended Reporting Period, if applicable, shall not exceed the limit of liability shown in the Declarations as applicable to the "Aggregate Limit." The purchase by the Named Insured of an Extended Reporting Period, pursuant to Section VI. of this Policy, shall not serve to reinstate or increase the "Aggregate Limit" of liability.

B. Subject to Paragraph A. above, this Policy is to pay any Loss, or any Clean-up Costs as a result of any Environmental Damage in excess of the deductible amount shown in the Declarations, up to but not exceeding the limit of liability shown in the Declarations as applicable to the "each claim" limit of liability.

However, regardless of the number of Claim(s), claimants, or insureds, the total liability of the Company for all Claim(s) during one or more Policy Periods, resulting either in Loss, or in Clean-up Costs for Environmental Damage, or in both, and arising out of the same, interrelated, associated, repeated, or continuous Release(s), shall be considered one incident, subject to the "each claim" limit of liability shown in the Declarations of the policy in effect when the first such Claim was made and reported to the Company, and such Claim(s) shall be deemed first reported to us.

C. Our duty to defend will terminate when the "each claim" limit is exhausted by payment(s) for Loss under Coverage A. or payment(s) for Clean-up Costs under Coverage B.; or

Our duty to defend will terminate when the "Aggregate Limit" is exhausted by the payment(s) of Loss under Coverage A. or the payment(s) for Clean-up Costs under Coverage B.

D. For each Claim(s) one deductible amount as shown in the Declarations shall apply. However, the deductible amount does not reduce the "each claim" limit of liability, unless the Insured fails to reimburse us for this deductible amount. Such payments within the deductible amount are to be assumed by the Insured and any payment by us is subject to prompt reimbursement by the Insured.

VI. EXTENDED REPORTING PERIOD

The Named Insured shall be entitled to purchase an Extended Reporting Period upon termination of coverage as defined herein (except in the event of the non-payment of premium) as follows:

- D. **Action Against Us** - No action shall lie against Us, unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of an Insured's obligations to pay shall have been finally determined either by judgment against an Insured after actual trial or by written agreement of an Insured, the claimant and Us.

Any person or organization or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join Us as a party to any action against an Insured to determine an Insured's liability, nor shall We be impleaded by an Insured or his legal representative. Bankruptcy or insolvency of an Insured or of an Insured's estate shall not relieve Us of any of our obligations hereunder.

- E. **Assignment** - This Policy shall not be assigned without the prior written consent of Us. Assignment of interest under this Policy shall not bind Us until our consent is endorsed thereon.

- F. **Subrogation** - In the event of any payment under this Policy, We shall be subrogated to an Insured's rights of recovery therefor against any person or organization and an Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. An Insured shall do nothing after a Claim to prejudice such rights.

Any recovery, as a result of subrogation proceedings arising out of a Loss or out of Clean-up Costs for Environmental Damage caused by Release(s) under this Policy, after expenses incurred in such subrogation proceeding are deducted by the party bearing the expense, shall accrue to an Insured and Us in proportion to each amount actually paid as a result of judgment, settlement or defense of a Claim for Bodily Injury or Property Damage, or of a Claim for Clean-up Costs for Environmental Damage, arising from a Release(s).

- G. **Changes** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop Us from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

- H. **Sole Agent** - A Named Insured first listed in the Declarations shall act on behalf of all other Insured's, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the Extended Reporting Period clause.

- I. **Other Insurance** - Where other applicable insurance is available to an Insured for Loss(es) or for Clean-up Costs for Environmental Damage covered under the terms and conditions of the Policy, Our obligation to an Insured shall be as follows:

1. This insurance shall apply as excess insurance over any other applicable insurance whether collectible or not, be it primary or excess.
2. Where this insurance is excess over other applicable insurance, We will pay only our share of the amount of Loss and Clean-up Costs for Environmental Damage, if any, that exceeds the total amount of all such other insurance.

An Insured shall promptly provide Us with copies of all Policies potentially applicable against the liability covered by this Policy.

- J. **Choice of Law** - In the event the Named Insured and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the Named Insured and We agree that the law of the state in which the policy is providing coverage for shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in such state. In the event the Named Insured and We agree to resolve our dispute by arbitration, any such arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

ADDENDATORY ENDORSEMENT

STATE OF ARIZONA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE FORM

Section II - CLAIM PROVISIONS paragraph D. is deleted in its entirety and replaced by:

- D. We may, at our discretion, investigate any Release or Confirmed Release and settle any Claim under Coverage A, B, or C.

Section III - DEFINITIONS paragraph R. is added as follows:

- R. **Defense Cost** means reasonable and necessary legal fees and expenses incurred by any attorney designated by the insurer to defend the Insureds and all other fees, costs, costs of attachment or similar bonds (but without any obligation on the part of the insurer to apply for or furnish such bonds) and expenses incurred by the insurer resulting from the investigation, adjustment, defense and appeal of a Claim, but does not mean salaries, wages, overhead or benefits expenses of the Insureds.

Section IV - EXCLUSIONS paragraph D. is deleted in its entirety and replaced by:

- D. Arising out of the ownership, maintenance, use, operation, loading or unloading of any aircraft, watercraft, rolling stock or Automobile or any other land motor vehicle, trailer or semi-trailer designed for travel on public roads including any machinery or apparatus attached thereto. This exclusion does not apply to loading and unloading necessary to operate the scheduled Storage Tank System. This exclusion does not apply to Mobile Equipment.

Section V - LIMIT OF LIABILITY AND DEDUCTIBLE paragraph A. and C. are amended to read as follows:

- A. Our total liability shall not exceed the limit of liability shown in the Declarations as applicable to the "Aggregate Limit".
1. For all Loss(es) from Claim(s) first made against the Insured and reported; and
 2. For all Clean-up Costs from Claim(s) first reported by or on behalf of the Insured, in writing, to us during the Policy Period and including the Extended Reporting Period, if applicable. The purchase by the Named Insured of an Extended Reporting Period, pursuant to Section VI. of this Policy, shall not serve to reinstate or increase the "Aggregate Limit" of liability.
- B. Our duty to defend will terminate when the "each claim" limit is exhausted by payment(s) for Loss under Coverage A. or payment(s) for Clean-up Costs under Coverage B.; or
- Our duty to defend will terminate when the "Aggregate Limit" is exhausted by the payment(s) of Loss under Coverage A. or the payment(s) for Clean-up Costs under Coverage B.;
- Defense Cost shall be, in addition, to the Limit of Liability.